

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

IN RE: ) Bankruptcy No. 08-28371-MBM  
 )  
MICHAEL A. MONSOUR )  
 )  
Debtor ) Chapter 7  
~~~~~ )  
CITIZENS BANK ) Document No.: \_\_\_\_\_  
 )  
vs. )  
MICHAEL A. MONSOUR )  
 )  
and )  
JAMES R. WALSH )  
Trustee )

**MOTION FOR RELIEF FROM AUTOMATIC STAY**

AND NOW, comes the above-captioned Movant, Citizens Bank, by and through their attorneys, Grossman Law Firm, P.C. and Jeffrey T. Grossman, Esquire, who files this Motion based upon the following:

1. The Movant is a corporation having a principal place of business located at One Citizens Drive, Riverside, Rhode Island 02915.
2. The Respondent, Michael A. Monsour, is an individual, *sui juris*, residing at 368 Elm Street, Greensburg, Pennsylvania, who has filed a Petition in Bankruptcy under Chapter 7 of the Bankruptcy Code.
3. The Respondent, James R. Walsh, is an individual, *sui juris*, with a principal mailing address of Post Office Box 280, Johnstown, Pennsylvania, who has been named by your Honorable Court to be Trustee in and for the estate of the above-mentioned bankrupt.
4. This action is commenced pursuant to 11 U.S.C. §§ 361, 362, 363, 365 and other

sections of Title 11 of the United States Code.

5. On or about March 24, 2003, the Debtor borrowed funds from Citizens Bank, pursuant to a Note in the original principal amount of \$312,800 on an open line of credit.

6. As security for repayment of the Note, the Debtor executed and delivered to Citizens Bank a Mortgage on real property and improvements thereon commonly known as 368 Elm Street, Greensburg, Pennsylvania 15601 with a principal balance in the amount of \$309,401.71, plus other appropriate charges. Regular monthly payments fluctuate per contract.

7. Payments have been missed in the amount of \$22,441.68, plus all applicable charges. As such, the debtor is in default pursuant to the terms and conditions of the Note and Mortgage.

8. The Debtor's Statement of Intent states surrender of the property.

9. The Movant believes that as of this date of the hearing on this motion, that the Note and Mortgage will have been rejected by the Trustee by operation of law or otherwise.

10. The Movant believes that the Trustee lacks the ability to perform all of his obligations under the Note and Mortgage and that the Trustee is unable to cure the default, provide assurances that he will promptly cure said default or provide adequate assurance of future performance, all is required pursuant to 11 U.S.C. § 365 (b) (1).

11. The Movant is entitled to relief from stay to recover possession of the property.

WHEREFORE, Movant requests this Honorable Court terminate the automatic stay as it

affects the interests of Movant in the real property and improvements thereon commonly known as 368 Elm Street, Greensburg, Pennsylvania 15601

Respectfully submitted,

GROSSMAN LAW FIRM, P.C.

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